

WEST VIRGINIA BUREAU OF EMPLOYMENT PROGRAMS

EMPLOYEE PRIVILEGED AND/OR CONFIDENTIAL INFORMATION AGREEMENT

I. Privacy and Confidential Information:

The privacy of each individual in the State of West Virginia is an important fundamental right that must be safeguarded in our highly technological society. Computers must be used to protect the privacy of our citizens, as well as to improve the effectiveness of State government operations. These objectives are not incompatible, but require positive action to assure their accomplishment.

West Virginia Code, Chapter 61, Article 3C (also known as the West Virginia Computer Crime and Abuse Act), states in part that any person who knowingly, willfully and without authorization, accesses or causes to be accessed any information filed by any person with the state which is required by law to be kept confidential shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than five hundred dollars or confined in the county jail not more than six months, or both.

Access only the data required to accomplish your official duties. You must not discuss it unless work related. If you do, you will be subject to the above penalties and/or discharge. Do not remove computer printouts or other documents from the workplace unless approved by your immediate supervisor. Do not disclose or share your computer passwords and or names assigned to you for access to Bureau computer systems and or access to entry of computer records.

All employees in electronic data processing operations and others having access to privileged data in any form are required to take proper precautionary steps to avoid any breach of privacy of any of our clients, employers, or employees of this Bureau. Both the effective use of computers and their use in the protection of privacy are necessary to fulfill our obligations to the citizens of West Virginia, claimants, employers, employees of this Bureau, activities and participants under the Job Training Partnership Act, employment service and other applicants.

II. Code of Ethics Agreement:

In consideration of the trust placed in me by the Bureau of Employment Programs, State of West Virginia:

1. I will regard electronic data and other manually maintained records on individual persons, employers, and other systems as confidential in nature, to be held in trust, and I will protect and cause to be protected such data and systems against unauthorized disclosure and/or use.
2. I will withhold confidential data from persons, to include, but not limited to, relative, friends, etc., not accorded access to privileged data that I receive by virtue of my position.
3. I will not permit private or personal dealings to corrupt or adversely influence the quality, quantity or integrity of advice or service that I provide from knowledge obtained from agency records.
4. I will not be involved in any way with the processing of personal claims or claims of relatives and friends.
5. I understand that I am responsible for the safeguarding of the computer passwords and or names assigned to me for access to Bureau computer systems and or access to or entry of computer records.
6. I understand that the Code of West Virginia, as amended, provides penalties for the unlawful release of privileged information. Depending upon the severity of the breach of confidentiality, disciplinary action could result in an oral or written reprimand, suspension, demotion and/or dismissal, in accordance with Administrative Directive 6400.20. Violations could also result in civil or criminal prosecution.

By signing this document, I acknowledge that these statements have been read to me and that I have read the statements included herein. I also acknowledge that I have had ample opportunity to ask any questions that I

may have regarding this matter.

Employee Signature: _____ Date: _____

Witnessed by: _____ Date: _____

Administered by: _____ Date: _____